

Selection of TPA for Servicing of MEDISEP, KERALA



RFP/Tender Document for Selection of Third Party Administrator for the implementation of Medical Insurance Scheme for State Employees and Pensioners (MEDISEP)

In the State of Kerala

Date: 12th October 2021

Instruction to Bidders

**The Oriental Insurance Company Limited,
Regional Office- Cochin,
Ground Floor, Metro Palace,
Opp. Ernakulam North Railway Station,
Cochin - 682018**

Selection Of TPA for Servicing of MEDISEP, Kerala

1

Abbreviations

MEDISEP	Medical Insurance Scheme for State Employees and Pensioners
AL	Authorization Letter (from the Insurer)
BFU	Beneficiary Family Unit
GRMS	Grievance Redressal Management System
CRC	Claims Review Committee
DAL	Denial of Authorization Letter
DCA	Draft Contract Agreement
DGRC	District Grievance Redressal Committee
DGNO	District Grievance Nodal Officer
EHCP	Empanelled Health Care Provider
INR	Indian National Rupees
IRDAI	Insurance Regulatory Development Authority of India
RAL	Request for Authorization Letter (from the EHCP)
RC	Risk Cover
Tender	MEDISEP tender document issued by Government of Kerala on 21 st January 2021
RFP	Tender issued by OICL for selection of TPA for implementation of MEDISEP scheme
SNC	State Nodal Cell
GoK	Government of Kerala

2

Important Notice:

The award of contract under this tender is subject to the outcome of the court case (WA No. 615 of 2021) and subsequent appeals submitted thereafter. Submission of bid under this proposal is to be done with the full understanding that ,subject to the outcome of the court case, the scheme may be aborted, or if commenced, cut short. In the event of cancellation of the scheme any expenses incurred by the bidder(s) before the commencement of the policy period in arranging the infrastructure/empanelment of hospital, recruitment of staff in accordance with the requirements of this scheme will not be reimbursed.

Data Sheet

Project title	MEDICAL INSURANCE SCHEME FOR STATE EMPLOYEES AND PENSIONERS(MEDISEP)
Objectives of the project	The objective of MEDISEP is to provide comprehensive health insurance coverage to all serving employees and their families, who are covered under the existing Kerala Government Servants Medical Attendant Rules [KGSMA Rules, 1960], and pensioners & their spouses and family pensioners, on compulsory basis and all Civil Service officers serving under the Government of Kerala on optional basis. In addition to the above mentioned categories, employees and pensioners of the universities which receive Grant-in-Aid from the State Government and Local Self Government Institutions and the directly recruited personal staff of the Chief Minister, Ministers, Leader of Opposition, Chief Whip, Speaker, Deputy Speaker, Chairmen of the Financial Committees and personal staff pensioners/family pensioners shall also be considered as beneficiary for this scheme.
Submissions required	Technical Bid and Financial Bid along with other Appendix, starting from Appendix-B, of the Tender Document.
Pre-bid conference	Yes
Contact details for all queries	Name: Ms. Deepthy P Gopal , Designation: Health Manager Address: The Oriental Insurance Company Limited, Regional Office- Cochin, Ground Floor, Metro Palace, Opp. Ernakulam North Railway Station, Cochin - 682018 Tel No:0484-2579107 / 9400140022 Email: deepthy.gopal@orientalinsurance.co.in
Language of bid	English
Currency of bid	Indian National Rupees (INR)

Selection Of TPA for Servicing of MEDISEP, Kerala

<p>Eligibility to bid</p>	<ul style="list-style-type: none"> a The Bidder must be registered as Third Party Administrator under the IRDAI (TPA-Health Services) Regulations, 2016 and should be engaged for the purposes of providing health services as defined in those regulations. Please attach copies. b The TPA should have operational experience of minimum of 3 years as on 31/03/2021 c The TPA must have Annual Turnover of Rs. 50.00 crores in any two of the previous three (3) financial years (2018-19, 2019-20 & 2020-21) . Please Attach Last three (3) years- audited Balance Sheet and Profit and Loss Statement with Auditors Report. d The TPA must have serviced any Government Scheme in any state of India/UT of India in any of the last three completed financial years. Please provide Documentary Proof. e The TPA must be empanelled with The Oriental Insurance Co. Ltd. Please provide Documentary Proof. f The TPA should unconditionally accept the terms and conditions of this Tender Document. g The TPA must have experience in handling health claims- should have processed at least 2,00,000 claims in any two of the previous three (3) financial years (2018-19, 2019-20 & 2020-21). Please provide Documentary Proof. h The TPA must have experience in processing medical claims of not less than Rs.200 Crores in any two of the previous three (3) financial years (2018-19, 2019-20 & 2020-21). Please provide Documentary Proof. i The TPA must have minimum 10 doctors on payroll/consultants with minimum MBBS qualification during last financial year 2020-21. j The TPA must have experience in claims management capacity in any two of the previous three (3) financial years (2018-19, 2019-20 & 2020-21) of not less than Rs.500 Crores worth of claims, out of which Rs.150 Crore should be in Kerala Region. Please provide Documentary Proof. k The TPA must have 24 hours call centre facility dedicated for the scheme. l The TPA should be an income tax assessee. m The TPA must not have been black listed by any State government/ Central Government/UT's/PSU's or their agencies/Insurer's/SHA/NHA/Fraud Case/Initiated any action/terminations/litigations against the TPA by any insurance company in operation of group health policy/retail health policy. Also the bidder should not have denied/withdrawn after submission of any RFP/Quote at any stage to service Group Scheme/Government Scheme to any insurer.
----------------------------------	---

	<p>n The TPA must have complied with PF, ESIC, GST and other legal provisions.</p> <p>o IT Platform: The TPA should have adequate IT infrastructure, capable of integration and interoperability with MEDISEP Platform and IT system of Insurers for beneficiary identification/enrolment, cashless payments, portability of claim and in tune with all requirements of this Scheme related to IT. The TPA shall have to develop an IT system that must be integrated easily with the IT platform of MEDISEP to manage the claims on Real Time Basis including management of claims and identification of beneficiaries as per the provisions of the Scheme. The TPA shall have an experience of working in information technology intensive environment. It is compulsory that TPA has its own server of sufficient capacity to handle the operations of the Scheme.</p> <p>p The TPA must have adequate infrastructure to fulfil the conditions laid down in the Tender Document of MEDISEP for effective servicing for the scheme. The TPA must have fully functional TPA offices in all the districts of Kerala state. In the absence of the same they will be required to setup offices within 15 working days of the allotment of the work.</p> <p>q The TPA must have capability to provide offices, manpower and other required infrastructure as per the provisions of this Scheme</p> <p>In case of any ambiguity between the terms & conditions of this tender and the tender document of MEDISEP issued by Department of Finance , Government of Kerala on 21st January 2021, the terms and conditions of Tender Documents of MEDISEP issued by Department of Finance , Government of Kerala will prevail and will be binding.</p>
Service Level Agreement	Three years, subject to renewal on annual basis based on performance.
Validity of the bids	180 days from last date for submission of the bid documents, excluding the last date of submission.

Address for bid submission	The Oriental Insurance Company Limited,Regional Office- Cochin, Ground Floor, Metro Palace,opp. Ernakulam North Railway Station,Cochin - 682018
Important Dates:	
Date of Release of Tender Documents	12/10/2021
Pre - bid meeting	18/10/2021, 11 : 30 AM at Regional Office, Conference Hall. One person from the TPA may attend the meeting
Last date of receiving queries	20/10/2021 5.00 PM
Last date of bid submission	25/10/2021 11.00 AM

Selection Of TPA for Servicing of MEDISEP, Kerala

Opening of Technical Bid	25/10/2021 11:30 AM
Date of Power point presentation for technically qualified bidder(s)	28/10/2021 Time schedule to be intimated by mail
Date & Time of declaration of Technical evaluation	01/11/2021 11.00 AM
Date and time of Financial Bid opening	01/11/2021 03:30 PM
Acceptance of Notice of Award	02/11/2021
Signing of Service Level Agreement	05/11/2021
Mode of Submission of BID	The Bid must be delivered by Hand/Registered Post or through Courier at The Oriental Insurance Co. Ltd. Regional Office-Cochin, Metro Palace, Opp. Ernakulam North Railway Station, Cochin - 682018 . The Bid must reach in the above address on or before the due date of submission or else will not be considered.

Disclaimer

The information contained in this Tender Document or subsequently provided to the Bidders, whether verbally or in documentary or any other form, by or on behalf of **The Oriental Insurance Company Limited, hereinafter referred to as The OICL**, acting through any of its employees or advisors, is provided to the Bidders on the terms and conditions set out in this Tender Document and such other terms and conditions subject to all Terms and conditions and Annexures of MEDISEP Scheme for Selection of Insurance Company in the State of Kerala by Department of Finance ,Government of Kerala, dated 21st January 2021.

The purpose of this Tender Document is to provide the Bidder(s) with information to assist the formulation of their bid. This Tender Document does not purport to contain all the information each Bidder may require. This Tender Document may not be appropriate for all persons and it is not possible for **The OICL** or its representatives, to consider the objectives, financial situation and particular needs of each Bidder who reads or uses this Tender Document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Tender Document, and where necessary obtain independent advice from appropriate sources. Neither **The OICL** nor their employees or their consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this Tender Document. **The OICL** shall incur no liability under any law including the law of

contract, tort, the principles of restitution, or unjust enrichment, statute, rules or regulations as to the accuracy, reliability or completeness of the Tender document. The statements and explanations contained in this Tender document are intended to provide an understanding to the Bidders about the subject matter of this Tender and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Bidders that will be set forth in **the Service Level Agreement or The OICL's** rights to amend, alter, change, supplement or clarify the scope of work, or the Insurance Contract to be signed pursuant to this Tender Document the terms thereof or herein contained.

Consequently, any omissions, conflicts or contradictions in the Bidding Documents, including this Tender Document, are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by **The OICL**.

This Tender Document does not constitute an agreement and does not constitute either an offer or invitation by **The OICL** to the Bidders or any other person.

Information provided in the Tender Documents to the Bidders is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as complete or authoritative statements of law. **The OICL** accepts no *responsibility* for the accuracy, or otherwise, of any interpretation or opinion on law expressed in this Tender Document.

The OICL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from Bidder's reliance upon any of the statements contained in this RFP.

The OICL may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender Document.

The issue of this Tender Document does not imply that **The OICL** is bound to appoint a **Third Party Administrator (TPA)** as the Successful Bidder, and **The OICL** reserves the right to reject all or any of the Bidders or Bids or not to enter into an agreement for the implementation of the MEDISEP in the State of Kerala, without assigning any reason whatsoever.

Each Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses affiliated with any demonstration or presentation which may be required by **The OICL** or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will be borne by the Bidders and **The OICL** and its employees and advisors shall not be liable, in any manner whatsoever, for the same or for any other costs or other expenses incurred by any Bidder in preparation or submission of its Bid, regardless of the conduct or outcome of the Bidding Process.

Definitions and Interpretations

Addendum or Addenda means document issued in continuation or as modification or as clarification to certain points in the Tender Documents. The bidders would need to consider the main document as well as any addenda issued subsequently for responding to the bid.

MEDISEP shall refer to Medical Insurance Scheme for State Employees and Pensioners (MEDISEP) , a scheme managed and administered by Finance Department, Government of Kerala with the objectives of providing cashless treatment facility to beneficiaries through a network of empanelled hospitals according to the criteria specified by the Government.

Selection Of TPA for Servicing of MEDISEP, Kerala

Beneficiary means a member of the MEDISEP Beneficiary Family Unit who is eligible to avail benefits under the MEDISEP Scheme. Referred to as MEDISEP Beneficiary henceforth in the document.

Beneficiary Family Unit refers to all Serving employees of the State Government including the High Court of Kerala and their family who are covered under the existing Kerala Government Servants Medical Attendant Rules [KGSMA Rules, 1960], part time contingent employees, part time teachers, teaching & non-teaching staff of aided schools and colleges and their family and pensioners and their spouses and family pensioners on compulsory basis, and all All India Service officers serving under the Government of Kerala on optional basis . In addition to the above mentioned categories, employees and pensioners of the universities which receive Grant-in-Aid from the State Government and Local Self Government Institutions and the directly recruited personal staff of the Chief Minister, Ministers, Leader of Opposition, Chief Whip, Speaker, Deputy Speaker, Chairmen of the Financial Committees and personal staff pensioners/ family pensioners shall also be considered as beneficiary for this scheme. Referred to as MEDISEP Beneficiary Family Unit henceforth in the document.

Basic Benefit Package refers to the basic cashless hospitalisation coverage of medical, surgical and day care procedures mentioned in Annexure 1 of the Tender Document, up to a sum of Rs. 3 lakhs per annum for a block period of three years, that the insured families would receive under MEDISEP Scheme. Out of the annual coverage of three lakhs, Rs.1.5 lakhs are fixed in nature and Rs.1.5 lakhs can be availed on a floater basis each year. The first component of Rs.1.5 lakhs is fixed for each year and will lapse at the end of each year. The floater component, if not exhausted, can be carried over to the subsequent years of the policy

Additional Benefit Package refers to the Insurance coverage given over and above the basic coverage for catastrophic illnesses enlisted in Annexure 2 of the Tender Document.

Applicable Laws: All laws, brought into force and effect by Government of India or the Government of Kerala, including rules, regulations and notifications made thereunder, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this RFP.

Bid refers to the qualification bid and the financial bids submitted by an eligible **Third Party Administrator (TPA)** pursuant to the release of this Tender Document as per the provisions laid down in this Tender Document and all subsequent submissions made by the Bidder as requested by **The OICL** for the purposes of evaluating the Bid. Bid (s) means collectively, Bids submitted by the Bidders.

Bidder shall mean any eligible **Third Part Administrator (TPA)** which has submitted its bids in response to this Tender Document released by **The OICL**.

Bid Validity Period shall mean the period of 180 days from the Bid Due Date (excluding the Bid Due Date) for which each bid shall remain valid.

Days mean and shall be interpreted as calendar days unless otherwise specified.

EHCP or Empanelled Health Care Providers shall mean and refer to those public or private health care providers who are empanelled by the Insurance Company/TPA as per guidelines given in tender document for providing services to the Beneficiaries under MEDISEP scheme.

Third Party Administrator, hereinafter referred to as TPA, means any person who is licensed under the IRDAI (Third Party Administrator Health Services), Regulations 2016 notified by the authority and is engaged for a fee or remuneration by an insurance company for the purposes of providing health services as defined in those Regulations. For the purpose of this tender inviting TPA, it will also mean the successful bidder which has been selected pursuant to this bidding process and has agreed to the terms and conditions of the Tender issued by Government of Kerala and has signed the Service Level Agreement with The OICL.

Material Misrepresentation shall mean an act of intentional hiding or fabrication of a material fact which, if known to the other party, could have terminated, or significantly altered the basis of a contract, deal, or transaction.

Fraud shall mean and include any intentional deception, manipulation of facts and / or documents or misrepresentation made by a person or organization with the knowledge that the deception could result in unauthorized financial or other benefit to herself/himself or some other person or organisation. It includes any act that may constitute fraud under any applicable law in India.

Successful Bidder shall mean the Bidder (TPA) whose bid document is responsive, which has been prequalified and whose financial bid is the lowest among all the shortlisted Bidders and whom the OICL intends to select and with whom it signs the Insurance Contract for this Scheme.

Scheme shall mean the Medical Insurance Scheme for State Employees and Pensioners (MEDISEP) managed and administered by the Finance Department, Government of Kerala.

Selected Bidders shall mean the successful bidders who have been selected in the bid exercise and has agreed to the terms and conditions of the Tender Document.

Service Area refers to all the districts in the State of Kerala covered and included under this Tender Document for the implementation of MEDISEP.

State Government refers to the duly elected Government in the State in which the tender is issued.

State Nodal Cell refers to the implementation and monitoring mechanism for MEDISEP under the Department of Finance, Government of Kerala.

Tender Documents refers to this Tender including all Addenda issued by the Government of Kerala / OICL, any written responses of queries and any other documents made available by the Government of Kerala to the OICL from time to time .

Policy Cover Period means three years from the date of commencement of the scheme to be decided by the Government of Kerala and the OICL..

Term means duration of the Contract, in accordance with the provisions thereof.

Instruction to Bidders

1. Introduction and Background

1.1 The name of the Scheme is the “MEDICAL INSURANCE SCHEME FOR STATE EMPLOYEES AND PENSIONERS” and shall hereafter be referred to as the “MEDISEP” or the “Scheme”.

1.2 The objective of MEDISEP is to provide comprehensive health insurance coverage to the eligible MEDISEP Beneficiaries for the risk covers as below. The scope of the scheme shall be to provide coverage for the eligible expenses incurred by the MEDISEP beneficiary for the procedures under the Basic Benefit Package including day care packages listed as Annexure -I in the Tender Documents issued by the Government and Additional Package which includes transplant/catastrophic procedures listed as Annexure-II in the Tender Documents issued by the Government. The benefit package coverage includes the cost of medicines, procedures, doctor and attendant fees, room charges, diagnostic charges, implant charges, dietary charges availed from empanelled hospitals. The Scheme will provide cashless facility for the enlisted procedures and will cover all pre-existing diseases. The coverage is restricted only to the empanelled public and private hospitals under the scheme. However the coverage of the medical assistance under the scheme shall also be extended in respect of accident /emergency cases where the patient is treated for approved treatment / surgery undergone in empanelled hospitals. In such cases, treatment cost shall be reimbursed to beneficiary based on the approved rates/package of the scheme.

1.3 The following benefits will be covered for the eligible MEDISEP beneficiary families under the SCHEME.

- a)** Basic Benefit Package - The Insurer shall pay all expenses (as per package costs specified) incurred in course of medical treatment availed by the beneficiaries in empanelled hospitals (24 hours admission clause) for the medical, surgical and day care procedures as enlisted in Annexure 1 of the Tender.
- b)** Additional Benefit Package: The Insurance coverage given over and above the basic coverage for catastrophic illnesses specified enlisted in Annexure 2 of the Tender.
- c)** Coverage of Pre-existing diseases: All diseases under the Scheme shall be covered from day one and there shall not be any waiting period.
- d)** Pre &Post hospitalization benefit: Benefits up to 15 days Pre-Hospitalization & up to 15 days Post Hospitalization respectively which would cover all expenses related to treatment of the sickness for which hospitalization was done. The beneficiary shall avail this benefit on cashless basis in empanelled hospitals.
- e)** Outpatient Treatment will not be covered under this scheme.
- f)** The coverage is restricted only to the empanelled public and private hospitals under the scheme.
- g)** New-born child/children to an insured mother would be covered from day one up to the expiry of the current policy plan period. However, next year the child/children could be covered as a regular member of the family. All Congenital diseases of new born child/children shall be covered under the scheme.
- h)** The insurance coverage shall start from day one and continue till the expiry of the policy plan period.
- i)** ‘Unspecified Procedures’ should be covered under Basic Benefit package based on the pre-authorization process initiated by insurance company and authority, which will be limited to Rs.1.5

lakhs per annum during the block period of three years. New diseases like COVID-19 will also be covered based on the regulatory provisions issued by IRDAI from time to time.

- j) **Sum Insured:** Basic Benefit Package Coverage for medical, surgical and day care procedures mentioned in Annexure 1 of the Tender will be covered up to a sum of **Rs. 3 lakhs per annum** for a block period of three years. Out of the annual coverage of three lakhs, Rs.1.5 lakhs are fixed in nature and Rs.1.5 lakhs can be availed on a floater basis each year. The first component of Rs.1.5 lakhs is fixed for each year and will lapse at the end of each year. The floater component, if not exhausted, can be carried over to the subsequent years of the policy. In addition to the Basic Benefit Package coverage mentioned above, all procedures mentioned in the Annexure 2 of the tender will be covered by the policy.
- k) An additional sum of not less than **Rs. 35 crore for three years** shall be provided as a corpus fund for providing coverage to Additional Packages enlisted in Annexure2 of the tender.
- l) Eligible family will include
 - (a) **In the case of an insured employee:** Spouse (who do not have the eligibility to enroll in this scheme), dependent children up to 25 years of age/employed/married, Physically challenged/mentally challenged child/children of the employee without any age restriction & dependent parents
 - (b) **In the case of insured pensioner :** Spouse (who do not have the eligibility to enroll in this scheme) and physically challenged/mentally challenged child/children of the pensioner without any age restriction.
 - (c) **In the case of insured family pensioner:** Physically challenged/mentally challenged child/children of the pensioner without any age restriction
- m) **The policy period** means three years from the date of signing of MoU/Agreement between the Government and the **OICL**.

For further details about the Scheme including benefit packages and procedures covered, proposed roles and responsibilities of the Insurer and all other relevant details, refer to the Tender Documents for Selection of Insurance Company, all amendments, modifications, addendums, annexures and all parts of the MEDISEP Scheme as issued by the Department of Finance, Government of Kerala.

All the service related work and financial obligation entrusted to OICL by virtue of tender documents issued by Department of Finance, Government of Kerala and MOU signed between the Government and OICL shall have to be borne by TPA including but not limited to Enrolment of Beneficiary family units, issuance of ID cards, coordination with EHCP, cashless access of services, Pre – authorization, portability, claim service management, fraud control and Management, Setup of project office, district office and manpower, MIS, Monitoring and control, bearing of penalties, reporting requirements, Grievance Redressal, Confidentiality of information and Data protection.

2. Purpose and Scope of this Tender for selection of TPA

- 2.1 **The OICL** hereby invites applications from interested and eligible **TPAs** to participate in the tendering process as per the terms, conditions and guidelines of this Tender Document

Selection Of TPA for Servicing of MEDISEP, Kerala

2.2 The purpose of this Tender Document is to select the most competent and competitive **TPAs (minimum two TPAs will be selected)**to provide the *Benefit Risk Cover and all Services as required by The OICL* under the Scheme referred to in **1.3** above and in detail in **Tender Documents for Selection of Insurance Company, all amendments, modifications, addendums, annexures and all parts of the MEDISEP Scheme as issued by the Department of Finance, Government of Kerala.**

2.3 Beneficiaries and Geographical Coverage: The Scheme is intended to provide the benefit to all eligible MEDISEP Beneficiary Families included in the database maintained and updated from time to time by the State Nodal Cell, subject to the compliance of MEDISEP Guidelines. Therefore, bids are invited from interested and eligible TPAs to provide services to eligible MEDISEP Beneficiary Family Units in the State of Kerala.

2.4 The following process shall be adopted:

- i. Bid is invited for the entire State of Kerala .
- ii. Financial Bid of the concerned bidder shall be opened if they qualify only in the Technical Bid.
- iii. The successful bidders will be decided on a rating scale taking into consideration the lowest financial bids and the score based on technical evaluation with an 80:20 weightage. L1 and L2 bidders will be chosen on the basis of this ranking. OICL reserves the right to engage 3 TPAs for implementation at any stage till the commencement of the scheme. In case it is decided to engage 2 TPAs the next lowest bidder will be offered to match the lowest rate. In case next lowest bidder accepts to match the bid, the two TPAs will be assigned different departments as decided by OICL.
- iv. OICL may either choose to accept the Proposal of the successful Bidders or invite them for negotiations.
- v. The OICL reserves the right to reject any or all tenders without assigning any reason.
- vi. In case there are two or more Bidders quoting the same lowest Financial Proposal, The OICL may in such case call all such Bidders for negotiations and select the Preferred Bidders on the outcome of the negotiations. The selection in such cases shall be at the sole discretion of the OICL. The information of negotiations will be given to all the bidders.

3. Eligibility of Bidders

Qualification Criteria

- a. The Bidder must be registered as Third Party Administrator under the IRDAI (TPA-Health Services) Regulations, 2016 and should be engaged for the purposes of providing health services as defined in those regulations.
- b. The TPA should have operational experience of minimum of 3 years as on 31/03/2021

- c. The bidder must have Annual Turnover of Rs.50.00 crores in any two of the previous three (3) financial years (2018-19, 2019-20 & 2020-21) .
- d. The TPA must have serviced any Government Scheme in any state of India/UT of India in any of the last three completed financial years.
- e. The Bidding TPA must be empanelled with The Oriental Insurance Co. Ltd.
- f. The Bidder should unconditionally accept the terms and conditions of this Tender Document.
- g. The TPA must have experience in handling health claims- should have processed at least 2,00,000 claims in any two of the previous three (3) financial years
- h. The TPA must have experience in processing medical claims of not less than Rs.200 Crores in any two of the previous three (3) financial years
- i. The TPA must have minimum 10 doctors on payroll/consultants with minimum MBBS qualification during last financial year 2020-21.
- j. The TPA must have experience in claims management capacity in any two of the previous three (3) financial years **(2018-19, 2019-20 & 2020-21)** of not less than Rs.500 Crores worth of claims, out of which Rs.150 Crore should be in Kerala Region.
- k. The TPA must have 24 hours call centre facility dedicated for the scheme.
- l. The bidder should be an income tax assessee.
- m. The TPA must not have been black listed by any State government/ Central Government/UT's/PSU's or their agencies/Insurer's/SHA/NHA/Fraud Case/Initiated any action/terminations/litigations against the TPA by any insurance company in operation of group health policy/retail health policy. Also the bidder should not have denied/withdrawn after submission of any RFP/Quote at any stage to service Group Scheme/Government Scheme to any insurer.
- n. The bidder must have complied with PF, ESIC, GST and other legal provisions.
- o. IT Platform: The TPA should have adequate IT infrastructure, capable of integration and interoperability with MEDISEP Platform and IT system of Insurers for beneficiary identification/enrolment, cashless payments, portability of claim and in tune with all requirements of this Scheme related to IT. The TPA shall have to develop an IT system (ownership of which shall rest with the GOK) that must be integrated easily with the IT platform of MEDISEP thus created to manage the claims on Real Time Basis including management of claims and identification of beneficiaries as per the provisions of the Scheme. The TPA shall have an experience of working in information technology intensive environment. It is compulsory that TPAs have their own server of sufficient capacity to handle the operations of the Scheme. All the selected TPAs should share the expenses of development of the IT platform and agree to coordinate with each other for the smooth operation of the scheme
- p. They must have adequate infrastructure to fulfil the conditions laid down in the Tender Document of MEDISEP for effective servicing for the Scheme.

They must have fully functional TPA offices in all the districts of Kerala state. In the absence of the same they will be required to setup offices within 15 working days of the allotment of the work

They must have capability to provide offices, manpower and other required infrastructure as per the provisions of this Scheme

3.1 Consortium Not Allowed

- 3.1.1** Consortium applications are not allowed under this Tender Document.
- 3.1.2** The Bid submitted by any consortium shall be rejected including individual applications of any company which has applied as a part of the Consortium.

3.2 The Bidder should unconditionally accept the terms and conditions of this Tender Document. If any Bidder fails to meet the minimum Qualification Criteria, its Bid shall be summarily rejected.

4. Grounds for Rejecting the Bid

4.1 Fraud and Corruption

- 4.1.1** Each Bidder and its officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process.
- 4.1.2** Without prejudice to the rights of **The OICL** under **Clause 4.1**, if a Bidder is found by **The OICL** to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice and / or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or bid process conducted by **The OICL** for a period of three years from the date that such an event occurs.
- 4.1.3** For the purpose of this **Clause 4.1**, the following terms will have the meanings given to them below:

a. **corrupt practice** means:

- (i) Offering, giving, receiving or soliciting, directly of value to influence the actions of any person connected with the Bidding Process. For the avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of **The OICL** who is or has been associated in any manner, directly or indirectly, with the Bidding Process or has dealt with matters concerning the Scheme or arising from it at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of **The OICL**, will be deemed to constitute influencing the actions of a Person connected with the Bidding Process; or
- (ii) engaging in any manner whatsoever, whether during the Bidding Process or before or after the execution of **the Service Level Agreement**, as the case maybe, any Person in respect of any matter relating to the Scheme, the Bidding Process or the **Service Level Agreement**, who at any time has been or is a legal, financial or technical advisor of **The OICL** on any matter concerning the Scheme.

- b. **Fraudulent practice** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial or any other benefit or to avoid an obligation.
- c. **Coercive practice** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person to influence improperly the actions of a person.
- d. **Undesirable practice** means:

Establishing contact with any person connected with or employed or engaged by **The OICL** or its advisors with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or Having a Conflict of Interest (as defined in **Clause 4.2** below).
- e. **Restrictive practice** means forming a cartel or arriving at any understanding or arrangement amongst Bidders with the objective of restricting or manipulating full and fair competition in the Bidding Process.

4.2 Conflict of Interest

- 4.2.1** Bidder shall not have any conflict of interest (a Conflict of Interest) that affects the Bidding Process.
- 4.2.2** Bidder that is found to have a Conflict of Interest shall be disqualified and the bid submitted shall become null and void.
- 4.2.3** Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - 4.2.3.a) such Bidder or an Affiliate of such Bidder controls, is controlled by or is under common control with any other Bidder or any Affiliate thereof; provided that this disqualification shall not apply if:
 - 4.2.3.a.i) the person exercising Control is the Government of India, a State government, other government company or entity controlled by a government, a bank, pension fund or a financial institution; or
 - 4.2.3.a.ii) any direct or indirect ownership interest in such other Bidder or Affiliate thereof is less than 26 percent.
 - 4.2.3.b) such Bidder or its Affiliate receives or provides any direct or indirect subsidy, grant, concessional loan, subordinated debt or other funded or non-funded financial assistance from or to any other Bidder or such other Bidder's Affiliate; or such Bidder has the same legal representative for purposes of this Bidding Process as any other Bidder; or

Selection Of TPA for Servicing of MEDISEP, Kerala

- 4.2.3.c) such Bidder or its Affiliate has a relationship with another Bidder or such other Bidder's Affiliate, directly or through common third party or parties, that puts either or both of them in a position to have access to the others' information about, or to influence the Bid of either or each other.

4.3 Misrepresentation by the Bidder

4.3.1 The OICL shall have the right to reject any bid if:

- a) at any time, a material misrepresentation is made by the Bidder; or
- b) the Bidder does not provide, within the time specified by **The OICL**, any additional information sought by **The OICL** for the purposes of evaluating the Bid.

4.3.2 **The OICL** has the right to reject any Bid if it is found that during the evaluation or at any time before signing the Insurance Contract or after its execution and during the period of its subsistence thereof the Bidder, in the opinion of **The OICL**, has made a material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith, if not yet selected as the Successful Bidder by issuance of the Notice of Award (NOA). If the Bidder has already been issued the NOA or it has entered into **the Service Level Agreement**, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Tender Document, be liable to be terminated, by a communication in writing by **The OICL** to the Bidder, without **The OICL** being liable in any manner whatsoever to the Bidder.

4.4 Other Grounds Declaring a Bid Ineligible

4.4.1 If the bidder has:

- 4.4.1(a) been black-listed to bid for government sponsored health insurance schemes by Government of India or Any State Government or any PSU/Any Insurance Company, and such black-listing subsists as on the last date of bid submission; or

- 4.4.1 (b) failed to comply with the Laws/**Regulation** and such non- compliance continues as on the last date of bid submission; or

- 4.4.2 A Bid submitted by any such **TPA** shall be rejected by **The OICL** at any stage that **The OICL** acquires any such knowledge and undertakes its due diligence.

- 4.4.3 The TPA should not have any pending cases of fraud/ongoing investigations by any PSU organization or government organization/Any Insurance Company.

4.5 OICL's Right to Evaluate Eligibility

- 4.5.1 **The OICL** reserves the right to require a Bidder to submit documentary evidence, in the form and manner that **The OICL** deems appropriate, to prove that it continues to satisfy the Eligibility Criteria at any time:

- 4.5.1 (a) after the last date of bid submission; or
- 4.5.1(b) prior to or after the issuance of the NOA or execution of the **Service Level Agreement**, if such a Bidder is selected as the Successful Bidder.
- 4.5.2 **The OICL** reserves the right to verify all statements, information and documents submitted by Bidders in response to the Tender Document. Any such verification or lack thereof by **The OICL** will neither relieve the Bidders of their obligations or liabilities nor affect any rights of **The OICL** under this Tender Document.
- 4.5.3 If **The OICL** is of the opinion that the Bidder does not satisfy the Qualification Criteria, then **The OICL** shall have the right to:
- 4.5.3 (a) disqualify the Bidder and reject its Bid; or
- 4.5.3. (b) revoke the NOA or terminate the **Service Level Agreement** after acceptance of its Bid by issuing a written notice to the Bidder.
- 4.5.4 **The OICL's** determination of a Bidder's eligibility shall be final and binding. The OICL shall not be liable, in any manner whatsoever, to the Bidder for a rejection of its Bid, the revocation of the NOA issued to it or the termination of the Service Level Agreement executed with it.
- 4.5.5 If the **OICL** terminates the **Service Level Agreement** in accordance with **Clause 4.4** and /or **Clause 4.5**, then the **TPA** shall be liable to repay the service charges received by it on pro-rata basis and take other measures upon such termination, in accordance with the provisions of the **Service Level Agreement**, including liability to pay penal charges, if any, levied by the **The OICL**.

5. Clarifications and Pre Bid Meeting

5.1 Clarifications and Queries

- 5.1.1 If a Bidder requires any clarification on the Tender Document, it may notify the OICL in writing, provided that all queries or clarification requests should be received on or before the due date and time mentioned in the Data Sheet.
- 5.1.2 **The OICL** shall endeavour to respond to any request for clarification or modification of the Tender Document that it receives, no later than the date specified in the Data Sheet.
- 5.1.3 The responses to such queries shall be mailed to the bidders.
- 5.1.4 **The OICL** reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken to be or read as compelling or requiring **The OICL** to respond to any query or to provide any clarification.
- 5.1.5 **The OICL** may of its own initiative, if deemed necessary, issue interpretations, clarifications and amendments to all the Bidders. All clarifications, interpretations and amendments issued by **The OICL** shall be issued **on or before the date specified in the Data Sheet**.
- 5.1.6 Verbal clarifications and information given by **the OICL**, or any other person for or on its behalf shall not in any way or manner be binding on the **The OICL**.

- 5.1.7** Should **The OICL** deem it necessary to amend the Tender Document as a result of one or more queries or request(s) for clarification or modification, it will do so following the procedure set out in **Clause 6.1**.

6. Amendments to the Tender Documents

6.1 Issuance of Addenda

- 6.1.1** **The OICL** may, for any reason, whether at its own initiative or in response to a query raised or clarification requested by Bidder(s), amend the Tender Document by issuing an Addendum.
- 6.1.2** The Bidders are required to read the Tender Document with any Addendum that may be issued in accordance with this **Clause 6.1**.
- 6.1.3** Each Addendum shall be binding on the Bidders, whether or not the Bidders convey their acceptance of the Addendum.
- 6.1.4** Any oral statement made by **The OICL** or its advisors regarding the Bidding Process, the Tender Document or the Scheme or on any other matter related to the Scheme, shall not be considered as amending the Tender Document.

7. Preparation of Bids

7.1 Interpretation of Tender Documents

- 7.1.1** The entire Tender Document with all of Tender Documents for Selection of Insurance Company, all amendments, modifications, addendums, annexures and all parts of the MEDISEP as issued by The Department of Finance, Government of Kerala or The OICL, must be read as a whole.
- 7.1.2** If the Bidder finds any ambiguity or lack of clarity in the Tender Documents, the Bidder must inform The OICL at the earliest and under any circumstances not later than the last date for receiving queries mentioned in the Data Sheet.
- 7.1.3** The OICL will then direct the Bidders regarding the interpretation of the Tender Documents for selection of TPA.

7.2 Cost of Bidding

- 7.2.1** Bidders shall bear all direct and indirect costs associated with the preparation of their respective Bids, carrying out their independent assessments, due diligence and verification of information provided by **the OICL**.

- 7.2.2** The OICL shall not be responsible or liable for any direct or indirect cost, regardless of the outcome of the Bidding Process, including cancellation of the Bid Process by The OICL for any reason whatsoever.

7.3 Language of the Bid

- 7.3.1** The Bid prepared by the Bidder and all correspondence and documents related to the Bid exchanged between the Bidder and the OICL shall be only in the English language.
- 7.3.2** Any printed literature/ document furnished by the Bidder, if asked for by The OICL as a part of the bid submission documents, may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in English in which case, for the purposes of interpretation of the Bid, the English translation shall prevail. In all such cases, the translated literature/ document shall be duly notarized by a public notary. Supporting materials which are not translated into English may not be considered by The OICL during the bid evaluation.

7.4 Due Diligence by the Bidder

- 7.4.1** The Bidder is expected to examine all instructions, forms, terms, specifications and other information in this Tender Documents at its own cost.
- 7.4.2** The OICL shall not be liable to the Bidder for any consequences pursuant to the Bidder's failure to undertake its own due diligence and reliance solely on the information provided in this RFP

8. Content of Bids

8.1 Financial Bid Submission

Bidders shall only submit the Financial Bid in the format set out in **this Tender** and not include any other documents as part of the Financial Bid. For each MEDISEP beneficiary Family Unit eligible and covered under the Scheme the **TPA fee** quoted shall be per annum and shall be inclusive of all costs including costs, expenses, service charges, taxes, GST and overheads; and all amounts quoted shall be only in Indian Rupees and up to two decimal places.

9. Signing of the Bid

- 9.1** In case of physical tendering process, each Bid including all its pages must be typed or written in indelible ink and should be physically signed by the authorized signatory of the Bidder.

10. Submission of the Bid

10.1 Each Bidder shall submit their bid to The Oriental Insurance Co. Ltd, Regional Office – Cochin as per the guidelines and instructions specified in this Tender Document.

10.2 The Bid shall contain no alterations, omissions or additions. Any interlineations, erasures, or overwriting will be valid only if they are signed by the authorized signatory of the Bidder.

11. Withdrawal / Modification of Bids

11.1 A Bidder may substitute or withdraw its Bid after submission but prior to the specified time on the last date of bid submission, provided that a written notice of the substitution or withdrawal is submitted to **The OICL**.

11.2 If **The OICL** receives a substitution notice from a Bidder before the specified time on the last date of bid submission, then the Bidder will be allowed to substitute its original Bid.

11.3 No Bid may be substituted or withdrawn after the specified time on the last date of bid submission.

12. Opening of Bids

- a. The OICL shall open the bids at the date and time indicated in the Data Sheet.
- b. Only authorized representative (s) of the bidder (s) can attend the bid opening.
- c. Once all the Qualification Bids have been opened, they will be evaluated for responsiveness and to determine whether the Bidders will qualify for the opening of the Financial Bids.
- d. The Financial Bids of only those Bidders who have passed the Qualification Criteria will be considered for evaluation on the intimated date. The Financial Bids will be opened in the presence of the representatives of such Bidders that choose to be present.
- e. The Bidders may remain present in the Office of **the OICL** at the time of opening of Financial Bids.
- f. Any information contained in a Bid will not in any manner be construed as binding on **the OICL**; but will be binding on the Bidder, in the event that the **Service Level Agreement** is subsequently awarded to it on the basis of such information.

13. Execution of Insurance Contract

13.1 Notification of Award

Upon selecting the Successful Bidder(s), The OICL will issue Notification of Award (**NOA**) to the Successful Bidder (s):

- declaring it as the Successful Bidder (s);
- accepting its Financial Bid;
- requesting it to fulfil the conditions as specified in **Clause 14; and**

subject to fulfilment of the conditions as specified in **Clause 14**, requesting it to execute the Service Level Agreement, which will be based on **the Tender Documents issued by Government of Kerala for Selection of Insurance Company, all amendments, modifications, addendums, annexures and all parts of the MEDISEP Scheme as issued by The Department of Finance, Government of Kerala.**

14. Security Deposit (SD):

14.1 The empanelled TPAs would deposit (cheque/demand Draft) with The OICL a **sum of Rs. 5.00 lacs (5 lacs) as interest free security money at the time of signing of Service Level Agreement. In the event the empanelled TPA do not undertake the job or breach the contract as specified**, the security money would be forfeited.

14.2 The SD shall be in the form of a crossed demand draft / banker's cheque drawn in favour of The OICL, on any scheduled bank, payable at Cochin.

15. Documents Comprising the RFP:

15.1 The Bidder would provide all the information as per this document. Only those Proposals that are received in the required format and are complete in all respects would be evaluated.

Each Proposal shall comprise the following:

A. Qualification Criteria:

- Covering letter in the format set out in Appendix C , as applicable
- Details of the Bidder in the format set out in Appendix D, as applicable
- Technical Bid Format along with Proof of Eligibility (Qualification Criteria) in the format set out in Appendix E
- Evaluation of Technical Proposal as per Appendix F
- Power of Attorney for signing the Bid in the format set out in Appendix H

- Letter of Undertaking as per Appendix I

- Anti-collusion certificate in the format set out in Appendix J

B. Technical Proposal:

Technical proposal in the format as set out in Appendix F. The technical proposal should be sealed in a separate envelope clearly marked in bold **"SECTION A –TECHNICAL PROPOSAL FOR SERVICING "MEDISEP"** written on top of the envelope.

The Proposal shall be typed or written in indelible ink and each page shall be initialled by an Authorized signatory of the Bidder. All the alterations, omissions, additions, or any other amendments made to the Proposal shall also be initialled by the person(s) signing the Proposal.

C. Financial Proposal:

The Bidder is expected to quote the rates for 3 years as per the format provided in Appendix G. However, the Financial Proposal shall be evaluated as a whole.

No tender will be accepted after prescribed closing time for submission of the same. The delay will not be condoned for any reason whatsoever including Network /Postal / Transit delay. However, if the last date of submission of tender is declared as a holiday by the government then it will be extended to the next working day.

- 15.2 Bidders are advised to study the Tender document carefully. Submission of Tender shall be deemed to have been done after careful study and examination of the Tender document inviting TPA with full understanding of its implications. Failure to furnish all information required as mentioned in the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of the proposal.

16. Sealing and Marking of Proposal:

- 16.1 The bidder shall seal the technical and financial bids in two separate envelopes super scribed with type of bid. Further, these two sealed envelopes will be placed in single sealed envelope.

- 16.2 The single envelope, containing two sealed envelopes of technical and financial bids must be super-scribed with the following information:

- a. Name and Address of Bidder.
- b. Contact person and phone numbers.
- c. "RFP for providing support service for "MEDISEP"

- 16.3 If the envelope is not sealed and marked as instructed above, this office assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and such Proposal, may, at the sole discretion of the committee, be rejected.

17. Proposal Due Date: 04/10/2021 5.00 PM

- 17.1 Complete bid document should be submitted to The OICL by **04/10/2021 5.00 PM**. Bid documents received later than the prescribed date and time will not be considered for evaluation. Proposals submitted by either facsimile transmission or telex will not be accepted

- 17.2 The OICL may in exceptional circumstances, and at its sole discretion, extend the above Proposal Due Date by issuing an Addendum.

Proposals are to be opened in the presence of Tender Evaluation Committee, only.

18. Evaluation:

18.1 The criteria for eligibility, qualification and evaluation of Bidders are set out in Appendix E & F respectively.

18.2 As part of the evaluation, the Proposals shall be checked for responsiveness with the requirements of this document and only those Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this document.

18.3 The Proposal would be considered to be responsive if it meets the following conditions:

- a) It is received /deemed to be received by the Proposal Due Date including any extension thereof.
- b) It is signed, sealed and marked as stipulated in the RFP.
- c) It contains all the information and documents as requested in this document.
- d) It contains information in formats specified in this document.
- e) It mentions the validity period as set out in the RFP.
- f) There are no inconsistencies between the Proposal and the supporting documents.

A Proposal that is substantially responsive is the one that confirms to the preceding requirements without material deviation or reservation.

A material deviation or reservation is one:

- a) Which affects in any substantial way, the scope, quality, or performance of the Project, or
- b) Which limits in any substantial way, inconsistent with this document, The OICL's rights or the Bidder's obligations under the Agreement, or
- c) Which would affect unfairly the competitive position of other Bidders presenting substantially responsive Proposals.

18.4 The responsive proposals shall be evaluated as per the criteria set out in Appendix E & F

18.5 The Bidder shall submit the Technical Proposal as set out in Appendix F

18.6 The format for quoting the Financial Proposal is set out in Appendix G.

18.7 The Financial Proposals of only the Technically Qualified Bidders would be opened.

18.8 The successful bidders will be decided on a rating scale taking into consideration the lowest financial bids and the score based on technical evaluation with an 80:20 weightage. L1 and L2 bidders will be chosen on the basis of this ranking. OICL reserves the right to engage 3 TPAs for implementation at any stage till the commencement of the scheme. In case it is decided to engage 2 TPAs the next lowest bidder will be offered to match the lowest rate. In case next lowest bidder accepts to match the bid, the two TPAs will be assigned different departments as decided by OICL. The OICL reserves the right to reject any or all tenders without assigning any reason.

18.9 In case there are two or more Bidders quoting the same lowest Financial Proposal, The OICL may in such case call all such Bidders for negotiations and select the Preferred Bidder on the outcome of the

Selection Of TPA for Servicing of MEDISEP, Kerala

negotiations. The selection in such cases shall be at the sole discretion of the OICL. The information of negotiations will be given to both the bidders.

18.10 The OICL reserves the right to reject any Proposal, if:

- a) At any time, a material misrepresentations made or discovered; or
- b) The Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal.

19. In the event of acceptance of the Preferred Bidder/s with or without negotiations, The OICL shall declare the Preferred Bidder/s as the Successful Bidder/s. The OICL shall notify the Successful Bidder/s through a Letter of Award (LoA) that its Proposal has been accepted.

20. The Successful Bidder shall enter into an agreement within 7 days of the issue of Letter of Award (LoA) or within such further time as the OICL may agree to, in its sole discretion.

21. Period of Agreement:

The agreement with the TPA will be for a period of 3 year (from the date of signing the agreement) initially and may be renewed annually.

22. Payment of Service Charges:

The OICL will pay the Service Charges to the TPA directly in 5 (five) instalments of the total service charges as under:

- a) The first instalment of TPA fees will be 25% of the annual fees payable, only after receipt of first instalment of premium from State Government.
- b) The second instalment of TPA fees will be 25% of the annual fees payable, only after receipt of second instalment of premium from State Government.
- c) The third instalment of TPA fees will be 25% of the annual fees payable, only after receipt of third instalment of premium from State Government.
- d) Remaining 15% of the TPA fees shall be paid after receipt of third instalment of premium from State Government, before the expiry of the policy.
- e) Remaining 10% of the TPA fees shall be paid at the expiry of the policy on satisfactory performance

23. Failure of the Successful Bidder to comply with the requirements of Clause 17 or Clause 20 shall constitute sufficient grounds for the annulment of the Letter of Award (LoA). In such an event, The

OICL reserves the right to;

- a. Either invite the next lowest Bidder for negotiations, or;
- b. Take any such measures as may be deemed fit in its sole discretion, including annulment of the bidding process.

24. Notwithstanding anything contained in this document, The OICL reserves the right to appoint one or more TPA to accept or reject any Proposal, or to annul the bidding process or reject all Proposals, at any time

without any liability or any obligation for such rejection or annulment, without assigning any reasons thereof.

25. The provisions of **Tender Documents for Selection of Insurance Company, all amendments, modifications, addendums, annexures and all parts of the MEDISEP Scheme as issued by The Department of Finance, Government of Kerala or as decided by The OICL** shall be applicable on the selected bidder and all the roles, responsibilities and duties of the insurer as are mentioned in the said Tender Document or as decided by Government of Kerala or The OICL at any stage, shall be undertaken by the selected Third Party Administrator.

25.1 TPA shall assist in fulfilment of all commitments made by The OICL with the Government of Kerala.

26. If The Government of Kerala or The OICL make any modification in the scheme or the responsibilities, roles and duties of the insurer, the same shall be applicable on the selected bidder.
27. The OICL reserves the right to modify this tender document at any point which shall be binding on the selected bidder.
28. The interpretation of provisions as mentioned in point 22 above, in case of any ambiguity, shall be as per the OICL.
29. The Turn-Around-Time for processes related to claims, pre-authorization, data submission and for processes as stipulated by The OICL will be as follows :

Pre authorization	12 hours for normal and 1 hour for emergency cases
Claim settlement	15 days from the submission of last required documents
Investigations	Within 5 days
Set of Offices (Project, District etc)	Project office at Thiruvananthapuram is to be set up immediately after the issuance of letter of Notice of Award and for all other District and other offices, within 15 days from the date of issuance of Notice of Award.
Data submission	As mentioned in the Tender Document of OICL attached

Other TAT as per Annexure B, Scope of Work.

--	--

30. **SCOPE OF WORK : As per Appendix B**

All the service related work and financial obligation entrusted to OICL by virtue of tender documents issued by Department of Finance, Government of Kerala and MOU signed between Government of Kerala and The OICL shall have to be borne by TPA including but not limited to enrolment of MEDISEP, Beneficiary family units, issuance of ID cards, coordination with EHCP, cashless access of services, Pre – authorization, portability, claim service management, fraud control and Management, Setup of project office, district

Selection Of TPA for Servicing of MEDISEP, Kerala

office and manpower, MIS, Monitoring and control, bearing of penalties, reporting requirements, Grievance Redressal, Confidentiality of information and Data protection.

31. General

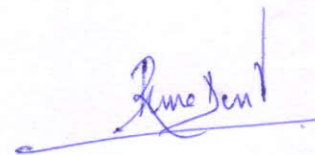
Confidentiality and Propriety Data

- 31.1 The Tender Documents, and all other documents and information that are provided by the OICL are and shall remain the property of the OICL and are provided to the Bidders solely for the purpose of preparation and the submission of their Bids in accordance with the Tender Documents. The Bidders are to treat all information as strictly confidential and are not to use such information for any purpose other than for preparation and submission of their Bids.
- 31.2 The OICL shall not be required to return any Bid or part thereof or any information provided along with the Bid to the Bidders, other than in accordance with provisions set out in these Tender Documents.
- 31.3 The Bidder shall not divulge any information relating to examination, clarification, evaluation and selection of the Successful Bidder to any person who is not officially concerned with the Bidding Process or is not a retained professional advisor advising the OICL or such Bidder on or matters arising out of or concerning the Bidding Process.
- 31.4 Except as stated in these Tender Documents, the TPA will treat all information, submitted as part of a Bid, in confidence and will require all those who have access to such material to treat it in confidence. The TPA may not divulge any such information unless as contemplated under these Tender Documents or it is directed to do so by any statutory authority that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory authority and/or the OICL or as may be required by law (including under the Right to Information Act, 2005) or in connection with any legal process.

Governing Laws and Dispute Resolution

The Bidding Process, the Tender Documents and the Bids shall be governed by, and construed in accordance with, the laws of India and the competent courts at State capital, Thiruvananthapuram shall have exclusive jurisdiction over all disputes arising.

Disclaimer: Any other obligation/responsibilities, if left out above will be as per terms and conditions of Tender Documents for Selection of Insurance Company, all amendments, modifications, addendums, corrigendum, pre-bid query replies, annexures and all parts of the MEDISEP Scheme as issued and to be issued by The Department of Finance, Government of Kerala.



REGIONAL MANAGER- IN-CHARGE
THE ORIENTAL INSURANCE COMPANY LTD
COCHIN REGION